

SECOND RIDER TO CONTRACT OF SALE

Seller: HELEN-MAY HOLDINGS, LLC
Purchaser: ARON FIXLER
Premises: 1141 County Road 114, Fosterdale, NY 12726
Date: April 29, 2004

The following clauses shall supersede any inconsistent provisions contained elsewhere in this agreement or Rider.

§47. It is acknowledged that the Purchaser is seeking to acquire this property for use as a Yeshiva School with facilities for a dormitory. Purchaser will have until May 25, 2004, time is of the essence as to that date (hereinafter referred to as the "Limited Option Period"), to obtain the opinion of the necessary experts (qualified to give such an opinion) as to whether this property will qualify for such a use, and whether the use is likely to be approved. In the event that Purchaser's expert determines that the property cannot be used in the way Purchaser intends to use it, Purchaser may cancel the contract for that reason and receive a return of ~~\$40,000.00~~ of Purchaser's down payment. The return of that portion of the downpayment shall be made within ten (10) days of receipt of a notice that Purchaser intends to cancel the contract together with a copy of the expert's written statement supporting his opinion together with the facts and inquiries upon which it is based. ~~The remaining \$10,000.00 shall be retained by the Seller as a Limited Option Payment representing a portion of it's expenses incurred during this period in which Purchaser obtains the aforesaid opinion and upon return of the \$40,000.00 to the Purchaser, the Attorneys for the Seller may, without further notice, release the \$10,000.00 to Seller.~~ The failure of Purchaser to give notice of it's intent to cancel the contract during the Limited Option Period shall constitute a waiver of Purchaser's right to cancel.

In the event that Purchaser does not elect to cancel the contract during the Limited Option Period in accordance with this provision, on or after May 26, 2004, Seller's attorney may release the amount of \$10,000.00 to Seller, or as it directs. Any amounts released shall be credited at the closing and be a lien against the property in the event that Seller fails to close title.

Rider to Contract: HELEN-MAY to FIXLER

Page 2 of 3

The parties acknowledge that the Seller shall have no obligation to extend the time of the Limited Option Period and that any request for such an extension of not more than twenty (20) days shall be predicated upon the Purchaser tendering a written offer for such an extension together with the additional, non-refundable payment of \$15,000.00. In the event that the Seller agrees to extend the Limited Option Period, that payment of \$15,000.00 may be released to Seller upon written confirmation by Seller's attorneys to Purchaser's Attorney that the Limited Option Period is extended until a date not less than twenty (20) days thereafter. In no event shall Purchaser receive any credit at the closing for this additional payment.

§48. Within five (5) days of the end of the Limited Option Period, Purchaser shall deposit the additional amount of \$50,000.00 with the attorneys for the Seller, to be held in escrow. The failure of Purchaser to make such an additional deposit shall constitute a material breach of this Contract, the Contract shall be null and void and the parties shall have no further obligations to each other. Seller may thereafter retain the balance of the downpayment as liquidated damages and Seller's attorney may release the balance of the downpayment to Seller without further notice.

§49. Seller may assign this Contract to a Corporation, Limited Liability Company or other legal entity in which he maintains control through and until the date of the closing.

§49. The parties acknowledge that there are presently two (2) caretakers residing in the Apartment above the "Motel" building with the permission of the Seller. Seller represents that it has no written lease, contract or employment agreement with the caretakers. Upon the expiration of the Limited Option Period, Sellers will give the caretakers notice to vacate the apartment by or before the date of the closing. In the event that the caretakers do not vacate the premises by the date of the closing, Seller agrees that Purchaser's attorney may hold the amount of \$5,000.00 of the consideration in escrow until such time as Seller is able have the caretakers removed by any legal or lawful means. Notwithstanding this continued occupancy of the caretakers, Purchaser shall be obligated to accept title to the premises. In the event that Seller is unable to have the caretakers removed by or before May 15, 2004, Purchaser may take such measures as Purchaser deems appropriate to have the caretakers removed and may retain the entirety of the \$5,000.00 held in escrow. Seller shall thereafter, be relieved of any

4-21-04: 1:38PM

Rider to Contract: HELEN-MAY to FIXLER Page 3 of 3

further obligation under this provision except that each party shall fully cooperate in the efforts to have the caretakers removed from the premises. This provision shall survive the closing of title.

Seller: HELEN-MAY HOLDINGS, LLC
By:


IRENE GRIFFIN, Managing Mbr.

Purchaser:

ARON FIXLER

Rider to Contract: HELEN-MAY to FIXLER .

Page 3 of 3

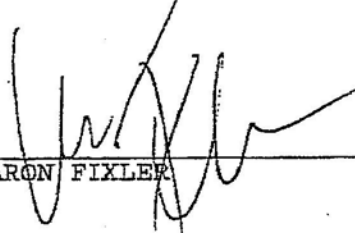
further obligation under this provision except that each party shall fully cooperate in the efforts to have the caretakers removed from the premises. This provision shall survive the closing of title.

Seller:

HELEN-MAY HOLDINGS, LLC
By:

IRENE GRIFFIN, Managing Mbr.

Purchaser:


ARON FIXLER